

@@@800221 47 TRS BAYSIDE PRISON & SOUTHERN STATE PRISON (T-0221)

TRASH REMOVAL SERVICES
DEPARTMENT OF CORRECTIONS
BAYSIDE PRISON
AND
SOUTHERN STATE CORRECTIONAL FACILITY

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1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Bayside Prison and Southern State Correctional Facility. The purpose of this RFP is to solicit bid proposals for trash removal services for the Bayside Prison and Southern State Correctional Facility.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, pages 2 to 7 of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

1.2 Background

This is a re-procurement of the Trash Removal Services - Bayside Prison and Southern State Correctional Facility presently due to expire on November 30, 2003. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is T-0221. The exact WWW address is:

[HTTP://www.state.nj.us/treasury/purchase/contracts.htm](http://www.state.nj.us/treasury/purchase/contracts.htm)

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
P.O. Box 230
Trenton, New Jersey 08625
Fax: 609-292-0490
Attention: Carolyn Wilson
E-Mail Address: Carolyn.Wilson@treas.state.nj.us

1.3.1.1 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is

November 17, 2003. Addendum, if any, to this RFP will be distributed to all vendors sent this RFP.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with

the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, Mac Bride Principles Certification and Business Registration must be supplied by each party to the joint venture.

1.4.9 Bid Bonds or Performance Bonds

No Bid Bonds or Performance Bonds are required for this RFP.

2.0 DEFINITIONS

2.1 The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Bidder - A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the Using Agency, as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies] or Agency[ies] - The entity[ies] for which the Division has issued this RFP.

3.0 GENERAL SPECIFICATIONS AND REQUIREMENTS

I M P O R T A N T N O T E S :

1. BIDDER MUST UTILIZE THE OFFICIAL COUNTY TIPPING FEES FOR THE LANDFILLS AND/OR RESOURCE FACILITIES THEY ARE BIDDING.
2. WHEN BIDDING PRICES FOR THE "UNIT PRICE" COLUMN, PLEASE PROVIDE PRICES FOR THE "UNIT" REQUIRED, I.E., PER CUBIC YARD, PER TON, PER HAUL AND MONTHLY RENTAL FEE. PLEASE DO NOT SUBMIT MONTHLY OR YEARLY PRICES WHEN CUBIC YARD, TON, HAUL AND MONTHLY RENTAL FEES PRICES ARE REQUIRED.
3. WHEN BIDDING ON PRICE SHEETS, PLEASE USE THE FIRST COLUMN FOR THE UNIT PRICE. THE SECOND COLUMN MUST BE LEFT BLANK.
4. THE STATE RESERVES THE RIGHT TO TAKE IN CONSIDERATION THE AGENCY'S CURRENT NUMBER OF HAULS AND THE CURRENT AMOUNT OF TONNAGE WHEN CALCULATING THE TOTAL BID PRICE.
5. THERE WILL BE ONE (1) AWARD MADE PER AGENCY AND/OR PER LOCATION TO THE OVERALL LOWEST RESPONSIVE BIDDER(S). THE BIDDER MUST PROVIDE PRICES FOR ALL LINES FOR YEAR 1, YEAR 2 AND YEAR 3, IN ORDER TO BE CONSIDERED FOR AN AWARD.
SEE SECTIONS 4.4.1.6 AND 8.2.

Performance and Maintenance Requirements For All Containers

- 3.1 All containers are to be supplied by contractor unless otherwise stated in the RFP.
- 3.2 Containers shall be scheduled to be emptied on all scheduled days between the hours of 8:00 a.m. to 4:30 p.m. The exact day and expected time of each collection will be as specified by:

Bayside State Prison
Gladys Callahan, Accountant
Phone #: (856) 785 - 0040 X 5235

Southern State Correctional Facility
Cathy Jones, Purchasing Assistant
Phone #: (856) 785 - 6644

who are responsible for the operation of the collection of each site facility.

A State business day is defined as any calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or State office closings as directed by the Governor.

The exact day and expected time of each collection will be as specified by:

Bayside State Prison
Gladys Callahan, Accountant
Phone #: (856) 785 - 0040 X 5235

Southern State Correctional Facility
Cathy Jones, Purchasing Assistant
Phone #: (856) 785 - 6644

. Whenever a collection day falls on a day other than a State business day, an alternate collection day within the same collection period must be arranged with:

Bayside State Prison
Gladys Callahan, Accountant
Phone #: (856) 785 - 0040 X 5235

Southern State Correctional Facility
Cathy Jones, Purchasing Assistant
Phone #: (856) 785 - 6644

3.3 Collections are to be made from containers located in accordance with instructions from:

Bayside State Prison
Gladys Callahan, Accountant
Phone #: (856) 785 - 0040 X 5235

Southern State Correctional Facility
Cathy Jones, Purchasing Assistant
Phone #: (856) 785 - 6644

- 3.4 The trash to be collected shall not be limited to a singular type of material. Essentially such material will be a mixture of solid waste material, identified as number 10 and 13, as defined by the Department of Environmental Protection for classification of solid waste.
- 3.5 The contractor will maintain all the containers in good working order. Containers must be cleaned and deodorized monthly.
- 3.6 The container sizes are to be as specified in this RFP.
- 3.7 The contractor agrees to respond to request(s) for unscheduled collections. Also, the number of pick-ups per week may be increased and/or decreased during the term of the contract.
- 3.8 All lids on the trash receptacles must be closed after removal of trash.
- 3.9 All trash is to be collected and removed from State property to a dump or disposal area provided by the contractor which has been approved by DEP.
- 3.10 At the start of each contract year (15 days after notification of award or within 10 working days of the start of the second or third contract year), all containers except "turnaround" types must be freshly painted, unless otherwise stated by:

Bayside State Prison
Gladys Callahan, Accountant
Phone #: (856) 785 - 0040 X 5235

Southern State Correctional Facility
Cathy Jones, Purchasing Assistant
Phone #: (856) 785 - 6644

The "turnaround" container(s) shall have been painted within the previous twelve (12) months before being placed at the site.

- 3.11 All trash spilled by the contractor in the collection or removal process must be picked up by the contractor. Contractor will not squeeze contents of trash truck onto the grounds.

Performance and Maintenance Requirements For All Compactors (If Applicable)

- 3.12 Contractor must maintain compactor unit in size as requested on the price sheet of this RFP.
- 3.13 Contractor to provide full service and maintenance of the compactor for the term of the contract and any extension thereof.
- 3.14 Ozonation device to be supplied with units for insect and rodent control.
- 3.15 The hours and days of pickups are to be in accordance with instructions from:

Bayside State Prison
Gladys Callahan, Accountant
Phone #: (856) 785 - 0040 X 5235

Southern State Correctional Facility
Cathy Jones, Purchasing Assistant
Phone #: (856) 785 - 6644

When a pick-up day falls on a holiday, an alternate day in the same pick-up period should be arranged with the appropriate agency personnel.

- 3.16 The trash to be picked up may not be limited to a singular type of material.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the

bidder.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name (See RFP cover sheet).

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit one (1) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

4.4.1 Section 1 - Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid proposal. Failure to do so will preclude the award of a contract.

4.4.1.2 Mac Bride Principles Certification

The bidder must complete the attached Mac Bride Principles Certification evidencing compliance with the Mac Bride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is Operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

4.4.1.4 Cost Proposal

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.1.5 Price

The bidder must provide prices for Year 1, Year 2 and Year 3, prices may differ from year to year, however the bidder must bid for all three years in order to be considered for an award.

4.4.1.6 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

(Please print or type)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

2. Years of this individual's experience in servicing similar accounts: _____

3. Identify the similar accounts this individual has serviced:

4.4.1.7 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder

may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference:_____

Name of individual State may contact to verify reference:

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:

2. Name of customer provided as reference:_____

Name of individual State may contact to verify reference:

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:

3. Name of customer provided as reference:_____

Name of individual State may contact to verify reference:

Phone # of contact person:_____

Length of time services provided by the bidder to this customer:

4.5 VENDOR BUSINESS PLAN

4.5.1 Vendor Business Plan for Completion of work under this contract.

- (1) Describe how your firm will handle services locations under this contract:

- (2) Describe how the contractor will ensure uninterrupted service in the event one or all owned service vehicles break down or become inoperable and cannot be used to service this contract for varying periods.

- (3) Describe how the contractor will handle personal vacations, employee illness, absenteeism, in order to insure uninterrupted service under this contract.

- (4) Describe any other important features of the contractor's business plan that may be necessary to the execution of this contract.

Attach additional sheets if necessary.

4.6 Procedural Requirements/Conflicts of Terms

The terms and conditions listed below are in addition to and, in those instances of conflicting language, supersede the standard terms and conditions contained in this RFP, and are hereby made part of this RFP and resulting contracts.

- 4.6.1 In the event the terms, conditions, specifications or scope of work of the bidder's bid proposal conflict with terms, conditions, specifications and scope of work set forth in the RFP and any addenda thereto, the latter will prevail.
- 4.6.2 During the period of the contract, no change is permitted in any contract term, unless the contractor receives written approval from the Director of the Division of Purchase and Property.
- 4.6.3 Modifications in the bid specifications can only be authorized by the Purchase Bureau. All changes will be confirmed in writing by an addendum to this RFP.
- 4.6.4 Contractor must comply with all procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.
- 4.6.5 The contractor may be required to meet periodically with the Director of the Division of Purchase and Property, or the Director's representative to discuss contract performance.
- 4.6.6 If deemed necessary by the Director, a meeting with the contractor and the Using Agency will be held prior to the start of services under the contract to discuss and schedule all services.
- 4.6.7 During the period of the contract, the State reserves the right to add or delete containers located at a

particular site. If additional containers are added or deleted, the same price per cubic yard, per ton, per haul, per pickup and/or monthly rental fee will be applicable.

- 4.6.8 It is the contractor's responsibility to comply with the individual County's District Solid Waste Management Plan. For those counties that follow Waste Flow procedures, strict adherence to the individual county's Solid Waste Management Plan will be enforced. Any contractor found in violation of a Waste Flow Plan will be subject to such administrative action that could lead to contract cancellation.
- 4.6.9 During the period of the contract, the contractor shall be responsible for notifying the Purchase Bureau of any change in the facility being used for trash disposal from that originally listed in their bid proposal. Any change notification must include all required approvals as applicable.
- 4.6.10 Additional Locations: Contractors will be required to service additional locations, which may be added to the contract during its term, within the area of the State and county near those already being serviced by the contractor at the contract line per cubic yard, price per ton, price per haul, price per pickup and/or monthly rental fee (where applicable). Additions/Deletions to the contract will be published in the form of addenda to the Notice of Award.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 Precedence of Special Contractual Terms and Conditions

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 Business Registration - See Standard Terms & Condition and Section 4.4.1.4

5.3 Contract Term and Extension Option

The term of the contract shall be for a period of three years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director.

5.4 Contract Transition

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 90 days beyond the expiration date of the contract.

5.5 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.6 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

5.7 Remedies for Non-Performance

The Bayside Prison, the Southern State Correctional Facility, and the contractor recognize that delay in the completion of service results in damage to the State in terms of the public health, safety and welfare and additional costs to the State of administration of the contract.

Because this damage is difficult to estimate, the parties agree that if the contractor fails to complete the service within the

time stated herein, or within such further time as may have been granted in accordance with the provisions of the contract, the contractor shall pay the State liquidated damages in accordance with the following schedule in lieu of the above stated actual damage. Such liquidated damages shall be paid as follows:

In the event the contractor is found to be in default on two (2), but not more than three (3) occasions in a calendar month, the Bayside Prison and Southern State Correctional Facility will withhold 1/30th of the monthly lump sum payment due the contractor.

In the event the contractor is found to be in default on three (3) but no more than five (5) occasions in a calendar month, the Bayside Prison and Southern State Correctional Facility will withhold 2/30ths of the monthly lump sum payment due to the contractor.

If the contractor is found to be in default on more than five (5) occasions in a calendar month, the Bayside Prison and Southern State Correctional Facility will withhold 1/30 of the monthly payment for each occasion. In addition, this may be grounds for termination of the contract.

6.0 Responsibility of the Contractor

6.1 The contractor shall be responsible for the performance of all work under this contract.

6.1.1 The contractor shall be responsible to the State of New Jersey for the acts and/or omissions of its employees, agents and subcontractors.

6.1.2 Insurance Requirements

6.1.2.1 The contractor(s) shall secure and maintain in force for the term of the contract insurance of the types and amounts described in Paragraph 2 of the Standard Terms and Conditions of the RFP.

6.1.2.2 Requisite insurance certificates, original documents shall be submitted to:

Carolyn Wilson
Dept. of Treasury
Purchase Bureau
P. O. Box 230
Trenton, NJ 08625

6.1.2.3 Insurance Limit: Insurance limits will be in

accordance with the Standard Terms and Conditions of this RFP. (Section 2.3)

- 6.1.2.4 Insurance information should be listed in the Contractor Data Section of the RFP.
- 6.1.2.5 All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.
- 6.1.2.6 Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days thereafter.
- 6.1.2.7 The bidder may include with the bidder's bid proposal the applicable certificate of insurance. No contract will be finalized until the Purchase Bureau is in receipt of the applicable certificate of insurance.
- 6.1.2.8 Certificates shall be expected to clearly indicate:
 - 1) Thirty (30) days written notice of cancellation
 - 2) General liability limits as described herein
 - 3) The Bayside Prison and Southern State Correctional Facility and the officers and employees as named insured.
 - 4) Automobile Liability limits as described herein
 - 5) Workers Compensation limits as described herein

7.0 Price Adjustment

In the event DEP approves a disposal rate increase/decrease, or re-directs solid waste, then the approved disposal rate increase/decrease will be added to the attested contract unit prices, including any mandated State surcharges as follows:

1. The contractor must provide a written request to the Purchase Bureau for the disposal rate increase/decrease. If the contractor's written request is received within ten (10) days from the date of written notification from the disposal facility, then the disposal facility notification date is the date the increase/decrease becomes effective. If the contractor's written notification is not received within ten (10) days from the disposal facility, then the date of the contractor's notification letter to the Purchase Bureau will be the

effective date of the increase/decrease.

This written request must include the following:

A.) A letter from your company listing the amount of increase/decrease requested, the contract number(s), locations and addresses, the current rate and the new rate requested for each location increase/decrease.

B.) A copy of the "Written Notice" from the Disposal Facility indicating the amount of increase/decrease and the effective date of the increase/decrease.

Both of the above documents must be included in the request in order to be approved.

This request must be submitted to:

Carolyn Wilson
Purchase Bureau
33 W. State Street
P.O. Box 230
Trenton, NJ 08625

For disposal facilities not located in the State of New Jersey and not governed by DEP, the disposal cost increase/decrease must be documented, approved by DEP and signed by an official of the corporation and notarized. The Director of the Division of Purchase and Property will review the request and may authorize the approved means to effect the additional cost.

All contract vendors shall be required to submit an invoice from their designated disposal facilities indicating the types of trash that was picked up, i.e. loose or un-compacted, vendor compacted waste or using agency compacted waste which is defined as follows:

1) Loose or Un-compacted Waste

Material picked up and delivered to a disposal facility by the contracted vendor in a loose or un-compacted condition, usually an open roll-off-container, typically a 20, 30, or 40 cubic yard capacity.

2) Vendor Compacted Waste

Material picked up loose usually in a 1, 1 1/2, 2, 3, 4, 5, 6, and 8 cubic yard container and dumped into a front end loader and/or rear end loader truck where it is compacted to a ratio of 5 to 1 and delivered to a

disposal facility by the contracted vendor.

3) Using Agency Compacted Waste

Material dumped loose into a compacting container which is operated by the using agency and is picked up already compacted by the contracted vendor and delivered to the designated disposal facility.

4) Manual Pickup Loose

Material picked up loose and dumped into a rear end or side loader truck. The using agency to supply the approximate number of cubic yards to be picked up daily. This material shall be compacted and delivered to the designated disposal facility.

5) Redirection Fee

The additional fee charged should trash disposal facility be changed during the term of this contract by DEP causing an increase or decrease in travel distance shall be \$1.50 per mile.

The miles will be calculated on the difference of the additional or decrease in miles traveled from pick up site to new landfill site. Roll off containers will be calculated on a round trip basis.

The State will pay disposal rate increases/decreases as approved by DEP by using the following ratios in determining the additional cost to be added/subtracted to the contract prices:

Loose or Un-compacted waste a ratio of 1 to 1

Vendor Compacted waste a ratio of 5 to 1

Using Agency Compacted waste a ratio of 1 to 1

Manual Pickup Loose a ratio of 5 to 1

For all compacted trash, the State will permit an increase of one fifth (ratio of 5 to 1) of the increase in disposal costs. All other disposal rate increases will be paid at a rate of one to one (ratio of 1 to 1).

In addition to the above disposal cost increases the contracted vendor shall also be able to assess State

using agencies the State mandated surcharges that may be imposed during the contract period as a result of new legislative regulations or increases to current taxes.

7.1 Price Reduction

Should there be a decrease in disposal cost fees as a result of redirection of trash, decreased prices at the disposal facility or a decrease in the State mandated surcharges and/or taxes, the same formula used to calculate an increase will be used to calculate the decreased cost to the State.

7.2.1 The State will not be responsible for any increased costs due to a change in the Disposal Facility being used by a contractor of his or her own choice. This applies only to counties where waste flow regulations do not exist.

7.3 Payments

7.3.1 The contract price shall be based on a price per cubic yard, ton, price per haul and monthly rental fee (where applicable).

7.3.2 Invoices shall be presented monthly, on the last day of each month, using State Form PV6/93, Payment Voucher. The invoice shall be for the unit price per ton, per cubic yard, price per haul and monthly rental fee (where applicable) and forwarded to the Bayside Prison and Southern State Correctional Facility.

8.0 PROPOSAL EVALUATION AND CONTRACT AWARD

8.1 For a service bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

8.1.1 Price

8.1.2 Experience of the bidder

8.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

8.1.4 Proximity of contractor to the area to be serviced.

8.2 There will be one (1) award per agency or/and location made to the overall lowest responsive bidder(s) for all

lines bid. Bidders must provide prices for all lines.
Bidder must provide prices for Year 1, Year 2, and Year 3,
Prices may differ from year to year, however the bidder must
bid for all three years in order to be considered for an award.
See Section 4.4.1.6.

8.2.1 Contract award[s] shall be made with reasonable promptness by
written notice to that responsible bidder(s), whose bid proposal(s),
conforming to this RFP, is(are) most advantageous to the State,
price, and other factors considered. Any or all bid proposals may be
rejected when the State Treasurer or the Director determines that it
is in the public interest so to do.

9.0 Bidder Qualifications and Credentials (S-4)

Name, address and business phone number of an individual that can be
contacted at all items if service, information or problem solving is
requested by the using agency. This service shall be available at
no additional charge.

(Please Print or Type)

Name: _____

Address: _____

City: _____

Business Phone: _____

Credentials

Your Solid Waste Transported License #: _____

Your DEP #: _____

Your Public Utility Commission (PUC) license #: _____

Note to Bidders:

Bidders to indicate in the space provided on the price sheets
the name and location at the Waste Facility where waste
collected under this contract will be taken.